

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

NEW PENN FINANCIAL dba SHELLPOINT MORTGAGE
SERVICING; AND DOES 1-10, INCLUSIVE

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

WILLE ANDERSON AND ELLA M. ANDERSON

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court Of California
County Of Los Angeles

FEB 27 2018

Sherri R. Carter, Executive Officer/Clerk
By: Candice S. Calagna, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): POMONA COURTHOUSE SOUTH
400 CIVIC CENTER PLAZA
POMONA, CA 91766

CASE NUMBER:
(Número del Caso):

KC070076

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Law Offices of Jamie Wright/8939 S. Sepulveda Blvd., Suite 102, Los Angeles, CA 90045/ (866) 731-7505

DATE: FEBRUARY 27, 2018

(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

CANDICE S. CALAGNA

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): New Penn Financial dba Shellpoint mortgage servicing
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☒ by personal delivery on (date): 3-2-18

[SEAL]

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JAMIE WRIGHT SBN264484 LAW OFFICES OF JAMIE WRIGHT 8939 S. SEPULVEDA BLVD., SUITE 102 LOS ANGELES, CA 90045 TELEPHONE NO.: (866) 731-4505 FAX NO.: (866) 731-4505 ATTORNEY FOR (Name): Willie Anderson and Ella M. Anderson		FOR COURT USE ONLY CONFIRMED COPY ORIGINAL FILED Superior Court of California County Of Los Angeles FEB 27 2018 Sherri R. Carter, Executive Officer/Clerk By: Candice S. Calagna, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 400 CIVIC CENTER PLAZA MAILING ADDRESS: 400 CIVIC CENTER PLAZA CITY AND ZIP CODE: POMONA, CA 91766 BRANCH NAME: POMONA COURTHOUSE SOUTH		
CASE NAME: Willie Anderson, et al v. New Penn Financial, LLC, et al		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: KC070076 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|---|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input checked="" type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|---|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **3**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **FEBRUARY 27, 2018****JAMIE WRIGHT**

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides. |
| 2. Permissive filing in central district. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3	
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3	
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3	
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3	
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3	
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3	
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3	
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10	
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5	
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11	
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8	
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9	
		Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
		Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input checked="" type="checkbox"/> A6018 Mortgage Foreclosure	2, 6	
		<input type="checkbox"/> A6032 Quiet Title	2, 6	
		<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11	
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11	
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11	
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11	

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

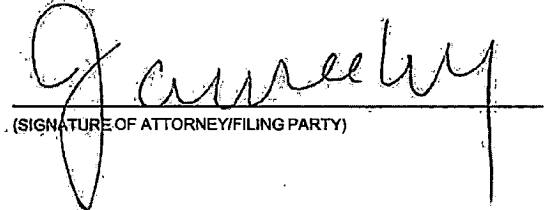
SHORT TITLE: Anderson, et al v. New Penn Financial, et al	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input checked="" type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 858 Hyde Avenue
CITY: Pomona	STATE: CA	ZIP CODE: 91767	

Step 5: Certification of Assignment: I certify that this case is properly filed in the East Judicial District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: February 27, 2018


 (SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

JAMIE WRIGHT SBN264484
LAW OFFICES OF JAMIE WRIGHT
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Superior Court Of California
County Of Los Angeles

FEB 27 2018

Sherri R. Carter, Executive Officer/Clerk
By: Candice S. Calagna, Deputy

Attorney for Plaintiffs Willie Anderson v. Ella M. Anderson

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES
POMONA COURTHOUSE SOUTH**

WILLIE ANDERSON AND ELLA M.
ANDERSON

Plaintiff,

v.

NEW PENN FINANCIAL, LLC dba
SHELLPOINT MORTGAGE SERVICING;
and DOES 1-10, Inclusive,

Defendants.

CASE NO.

KC070076

COMPLAINT FOR:

1. VIOLATIONS OF THE CALIFORNIA
ROSENTHAL FAIR DEBT
COLLECTION PRACTICES ACT,
CALIFORNIA CIVIL CODE §1788, ET
SEQ.
2. VIOLATIONS OF CALIFORNIA CIVIL
CODE §2924.17
3. VIOLATIONS OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE §17200

COMES NOW Plaintiffs, WILLIE ANDERSON and ELLA M. ANDERSON ("Plaintiff" or "ANDERSON"), files this Complaint against Defendant NEW PENN FINANCIAL dba SHELLPOINT MORTGAGE SERVICING, hereinafter referred to as SHELLPOINT, in the capacity as the purported mortgage loan servicer of Plaintiff's debt obligation, complains, pleads and alleges as follows:

I. INTRODUCTION

This case arises out of Defendant's violations of the California Rosenthal Fair Debt

1 Collections Act, hereinafter referred to as “Rosenthal FDCPA or “Rosenthal Act”. *Section*
 2 *1788.17* was added to the Rosenthal FDCPA to incorporate “the remedies” and certain other
 3 obligations under the Federal FDCPA’s *sections 1692b through 1692j*. The Rosenthal FDCPA
 4 now includes and incorporates the obligations under those portions of the FDCPA addressing (1)
 5 “acquisition of location information”, (2) “communications with the debtor and third parties, (3)
 6 “harassing and abusive collection activities”, (4) “false and misleading” representations, (5)
 7 “unfair collection practices”, (6) “validation of debts”, and (7) furnishing of deceptive collection
 8 forms”.

11 **II. STATEMENT OF JURISDICTION**

12 Pursuant to *Code of Civil Procedure Section 392(a)*, venue is proper in Los Angeles
 13 County because the subject real property is in Los Angeles County. Further, the events and
 14 transactions occurred within Los Angeles County. This Court has proper subject matter
 15 Jurisdiction over the within action as the real property, the subject of instant action, is so situated
 16 and physically located within this California Superior Court’s Judicial District.

18 **III. SUBJECT REAL PROPERTY AT ISSUE**

19 The Real Property (herein after referred to as “Subject Property”), the subject of any and
 20 all claims of any of the Parties hereto, and which is the subject of instant action, and that of
 21 which Plaintiff prays for a Decree and/or Order thereto. The Subject Property address and legal
 22 description is as follows: 858 Hyde Ave, Pomona, CA 91767. More particularly, the legal
 23 description of this property is:

25 LOT(S) 297 OF TRACT NO. 20848, IN THE CITY OF POMONA, COUNTY OF LOS
 26 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 572, PAGE(S)
 27 2 TO 8 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
 28

COUNTY.

Assessor's Parcel No: 8317-015-016.

IV. IDENTITY OF PARTIES

Plaintiffs are informed and believes, and thereon alleges, that at all times relevant hereto Defendant, NEW PENN FINANCIAL dba SHELLPOINT MORTGAGE SERVICING is a registered Delaware mortgage institution licensed to do business in the State of California, in and of the County and City where subject "PROPERTY" is so situated and physically located which is within this Courts Judicial District.

Plaintiffs are unaware of the true names and capacities of any individuals and/or entities sued herein under the fictitious names DOES 1 to 10, inclusive or, to the extent that the names of such individuals or entities may become known to Plaintiff, and as such Plaintiff cannot state with any certainty that such a Cause of Action lies herein as against such individuals or entities, or Plaintiffs is unable to allege the elements of such Cause of Action, at this time, and as such said Defendant are herein named in accordance with the provisions of (*Cal Code of Civil Procedure Sec. 474*). Plaintiffs thereon reserves the right to amend instant Complaint to allege the true names and capacities of such fictitiously named Defendant when the same become known or when it has been ascertained with reasonable certainty that such Cause of Action hereunder can be satisfactorily stated and maintained as against each such fictitiously named individual or entity.

Plaintiffs are informed and believes and thereon alleges, that in committing certain acts alleged, some or all of the Defendants named were acting as the Agents, Joint Ventures, Partners, Representatives, Subsidiaries, Affiliates, Associates, Successors, Assigns and/or Employees and/or Agents or some or all of the other Defendants, and that some or all of the conduct of such

1 Defendants, as complained of herein, was within the course and scope and agency of such
2 relationship.

3 At all times mentioned in this Complaint, Plaintiffs WILLIE ANDERSON and ELLA M.
4 ANDERSON are consumers residing in the County of Los Angeles and are the owners of that
5 certain Subject Property.
6

7 Plaintiffs, as natural persons, allegedly obligated to pay a consumer debt to Defendant
8 alleged to have been due and owing, is therefore both “consumers” and/or “debtors” pursuant to
9 California *Civil Code* §1788.2(h) of the Rosenthal FDCPA.
10

11 Plaintiffs had taken out a loan with Countrywide Home Loans that placed a collateral
12 security interest upon their home and Plaintiffs took this loan out for personal, family, or
13 household purposes and is therefore a “debt” pursuant to California *Civil Code* §1788.2(d) of the
14 Rosenthal Act.
15

16 Plaintiffs allege Defendants are attempting to collect on a debt that originated from
17 monetary credit that was extended primarily for personal, family, or household purposes, and
18 was therefore a “consumer credit transaction” within the meaning of California *Civil Code*
19 §1788.2(e) of the Rosenthal FDCPA.
20

21 Because Plaintiffs are natural persons allegedly obligated to pay money to Defendant
22 arising from what Plaintiffs are informed and believes was a consumer credit transaction, the
23 money allegedly owed is a “consumer debt” within the meaning of California *Civil Code*
24 §1788.2(f) of the Rosenthal FDCPA.
25

26 Plaintiffs are informed and believes that Defendant is one who regularly collects or
27 attempts to collect debts on behalf of themselves, or due or alleged to be due and owing to
28 others, and is therefore a “debt collector” within the meaning of California *Civil Code* §1788.2(c)

1 of the Rosenthal FDCPA and thereby engages in “debt collection” within the meaning of
 2 California *Civil Code* §1788.2(b) of the Rosenthal Act, and is also therefore, a “person” within
 3 the meaning of California *Civil Code* §1788.2(g) of the Rosenthal Act.
 4

5 **V. FACTUAL ALLEGATIONS**

6 On July 15, 2005, Plaintiffs entered into a consumer loan transaction with Countrywide
 7 Home Loans, the “creditor” and originator. This financial obligation involved money, property,
 8 or their equivalent, which is due or owing, or alleged to be due or owing, from natural persons to
 9 another persona and is therefore a “debt” pursuant to California *Civil Code* §1788.2(d), and a
 10 “consumer debt” pursuant to California *Civil Code* §1788.2(f).
 11

12 In 2010, Plaintiffs experienced financial hardships and a decrease in income that led to
 13 them being unable to make the scheduled payments and fell into default. Plaintiffs last made a
 14 payment in December of 2010. Since that time, the debt has been transferred to several different
 15 mortgage loan servicers.
 16

17 On October 26, 2016, a Notice of Default, hereinafter referred to as NOD, was filed
 18 against Plaintiffs’ Property due to Plaintiffs failure to make a payment. Soon after the NOD was
 19 filed, the servicing of Plaintiffs’ debt was transferred to Defendant SHELLPOINT.
 20

21 On or about December 16, 2016, Defendant SHELLPOINT informed Plaintiffs that they
 22 were the new mortgage servicers of their debt. At the time of the debt was transferred to
 23 SHELLPOINT, the debt remained in default and due for the January 1, 2011 payment. Plaintiffs
 24 have not paid or arranged to make the debt current. See attached **Exhibit “A”**.
 25

26 On January 5, 2018, due to failure to pay the alleged debt, Defendant SHELLPOINT
 27 caused to be recorded against Plaintiffs’ Property a Notice of Trustee’s Sale, hereinafter referred
 28 to as NOTS. Plaintiffs’ allege Defendant is seeking to exercise the power of sale contained in

1 Plaintiffs' Deed of Trust without the legal right or authority to do so in violation of *15 U.S.C.*
 2 *section 1692f(6)*. Plaintiffs allege Defendant SHELLPOINT and their agent are not creditors but
 3 debt collectors because they acquired the servicing and/or a purported interest in Plaintiffs' debt
 4 when the debt was in default.
 5

6 Plaintiffs allege that in California only the "creditor" may initiate and complete a
 7 foreclosure action. Plaintiffs allege that Defendant SHELLPOINT is a debt collector who
 8 acquired the servicing of Plaintiffs alleged debt when the default was in default and remains in
 9 default.
 10

11 On January 20, 2018, Plaintiffs sent Defendant a Debt Validation letter requesting that
 12 Defendants verify and validate the debt they were attempting to collect. Defendants failed to
 13 respond to Plaintiffs' request.
 14

15 Plaintiffs allege Defendants are falsely representing that they are agents of Plaintiffs' true
 16 beneficiary or creditor, are attempting to collect a debt, threatening to take a non-judicial action
 17 to dispossess Plaintiffs from their home and are falsely representing that they have the authority
 18 from Plaintiffs' beneficiary to service the loan and conduct proceedings.
 19

20 **FIRST CAUSE OF ACTION – VIOLATIONS OF THE CALIFORNIA ROSENTHAL**
FAIR DEBT COLLECTION PRACTICES ACT, CALIFORNIA CIVIL CODES §1788,
ET SEQ.

21 [Against Defendant Shellpoint and all Doe Defendants]

22 1. Plaintiffs hereby incorporates by reference each and every one of the preceding
 23 paragraphs as if the same were fully set forth herein.
 24

25 2. The Rosenthal Fair Debt Collection Practices Act, California *Civil Code §1788, et seq.*
 26 ("Rosenthal Act") was enacted in 1976 and revised in 2000 to ensure the integrity of our banking
 27 and credit industry. *Civil Code §1788.1(a)(1)*. The Legislature found: "Unfair or deceptive debt
 28

1 collection practices undermine the public confidence which is essential to the continued
 2 functioning of the banking and credit system and sound extensions of credit to consumers.” *Id.*

3
 4 3. Defendant is a “debt collector” within the meaning of *Civil Code §1788.2(c)*, in that
 5 they regularly and in the ordinary course of business, on behalf of themselves or others, are
 6 engaging in acts and practices in connection with the collection of consumer debts, and
 7 Defendant is not an attorney nor counselor at law.

8
 9 4. Plaintiffs are “debtors” within the meaning of *Civil Code §1788.2(h)*, in that they are
 10 natural persons from whom the Defendant is seeking to collect a consumer debt alleged to be due
 11 and owing.

12
 13 5. The purported debt which Defendants are attempting to collect from Plaintiffs is a
 14 “consumer debt” within the meaning of *Civil Code §1788.2(f)*, in that it incurred primarily for
 15 personal, family, or household purposes.

16
 17 6. Defendants have violating the Rosenthal Act, including *Civil Code §1788.17* for
 18 applicable FDCPA violations, more specifically they are attempting to collect a debt that is
 19 statutorily barred by operating of law, threatening to take a nonjudicial action to dispossess
 20 Plaintiffs from their residence, falsely representing to Plaintiffs that they are Plaintiffs’ true
 21 creditors, and falsely representing to Plaintiffs that they have the legal right and authority to
 22 proceed with a nonjudicial action when they do not.

23 **SECOND CAUSE OF ACTION – VIOLATIONS OF THE CALIFORNIA CIVIL CODE**
 24 **§2924.17**

[Against Defendant Shellpoint and all Doe Defendants]

25
 26 7. Plaintiffs hereby incorporates by reference each and every one of the preceding
 27 paragraphs as if the same were fully set forth herein.

28 8. The California HBOR consists of a series of related bills including two identical bills

1 that were passed on July 2, 2012 by the state Senate and Assembly. Both of these bills
 2 ultimately give rights back to borrowers and create a system in which banks must be held
 3 accountable for pursuing their own interests above the borrowers.
 4

5 9. Defendant is in violation of California HBOR (AB 278/SB 900). The law prohibits
 6 recording "robodocs" on ALL mortgage-related notices of default and support declarations,
 7 notices of sale, assignments of deed of trust, and substitutions of trustee recorded in connection
 8 with a non-judicial foreclosure, as well as declarations filed in court with respect to any
 9 foreclosure proceeding. Documents must be accurate, complete and supported by competent and
 10 relevant evidence. Defendant has violated the notice by not complying with *Civil Code*
 11 §2924.17. Defendants have failed to provide competent and relevant support to their
 12 authorization to proceed with a non-judicial action against Plaintiffs' Property as debt collectors.
 13

14 10. The law under California HBOR forbids an entity from initiating and/or proceeding
 15 with a non-judicial foreclosure **unless** it is the holder of the beneficial interest under the deed of
 16 trust, the original or properly substituted trustee under the deed of trust, or designated agent of
 17 the holder under the deed of trust, *California Civil Code* § 2924(a)(6). Plaintiffs contend that
 18 Defendant is not a creditor with the power to enforce the power of sale contained in their Deed of
 19 Trust and are violating *15 U.S.C. §1692f(6)* by threatening to take a nonjudicial action that is
 20 prohibited for them to take.
 21

22 11. Defendant has failed to provide an adequate chain of title that would demonstrate
 23 their authority to proceed with a non-judicial foreclosure despite Plaintiffs' request to provide
 24 such documentation and their failure to provide competent and relevant evidence to support the
 25 accuracy of their recorded documents. Copies of loan documents are insufficient.
 26

27 12. The law further affords a right to cure violations up to a foreclosure sale but Defendant
 28

1 has failed to correct any “Material Violations”. Pursuant to the law, a mortgage servicer,
 2 mortgagee, trustee, beneficiary, or authorized agent can avoid liability for any violation that it
 3 has corrected and remedied directly or through a third-party contractor prior to recordation of a
 4 Trustee’s Deed Upon Sale.
 5

6 13. The law affords a private right of action for Borrowers to seek a court injunction for a
 7 material violation of provisions up until a foreclosure sale is completed and may seek attorney’s
 8 fees. The law under California HBOR forbids an entity from initiating and/or proceeding with a
 9 non-judicial foreclosure unless it is the holder of the beneficial interest under the deed of trust,
 10 the original or properly substituted trustee under the deed of trust, or designated agent of the
 11 holder under the deed of trust, *California Civil Code §2924(a)(6)*.
 12

13 **THIRD CAUSE OF ACTION – VIOLATION OF CALIFORNIA BUSINESS &**
 14 **PROFESSIONS CODE § 17200, ET SEQ.**

15 [Against Defendant Shellpoint and Doe Defendants]
 16

17 14. Plaintiffs hereby incorporates by reference each and every one of the preceding
 18 paragraphs as if the same were fully set forth herein.
 19

20 15. *California Business & Professions Code § 17200, et. seq.*, prohibits acts of unfair
 21 competition, which means and includes any “fraudulent business act or practice...” and conduct
 22 which is “likely to deceive” and is “fraudulent” within the meaning of *Section 17200*.
 23

24 16. *California Business & Professions Code § 17200, et. seq.* provides that a Court may
 25 order injunctive relief and restitution to affected members of the general public to remedy
 26 violations.
 27

28 17. Defendant is subject to the laws of the State of California in connection with their
 activities within California.

18. Defendants have committed unlawful, unfair, or fraudulent acts or practices engaging

1 in the business of debt collection. The acts and practices are likely deceive the general public as
 2 to their legal rights and obligations with respect to the collection of debts.

3
 4 19. As more particularly described above, the following acts or practices, separately,
 5 together, or in combination, constitute “unfair or deceptive acts or practices,” which may be
 6 prohibited and enjoined, pursuant to *Business and Professions Code sections 17200 and 17203*:

- 7 a. The violations of law alleged in the First and Second Claims;
- 8 b. Defrauding others of money and/or real property by knowingly and
 9 designingly making false representations or pretenses (*California Penal Code*
 10 *§484(a)*);
- 11 c. Acting as beneficiaries and trustees without the legal authority to do so;
- 12 d. Executing, manufacturing, creating and recording false, fraudulent, forged
 13 and misleading deeds, assignments, notice of sale/default documents; and;
- 14 e. Ignoring Borrowers’ Qualified Written Request and Borrowers’ demand to
 15 produce the original Promissory Note or comply with Borrowers’ request
 16 for an accounting of all proceeds/payments involved with Borrowers’ loan;
- 17 f. Treating borrower as in default on their loans even though the borrowers
 18 are under no obligation to make payments to Defendants, or have otherwise
 19 complied with mortgage requirements or California law;
- 20 g. Improperly characterizing customers’ accounts as being in default or
 21 delinquent status to generate unwarranted fees;
- 22 h. Seeking to collect and collecting various improper fees, costs and charges
 23 that are either not legally due under the mortgage contract or California law,
 24 or that are in excess of amounts legally due;
- 25
 26
 27
 28

- i. Failing to provide adequate statement information to customers regarding the status of their accounts, payments owed, and/or basis for fees assessed;
- j. Instituting improper or premature foreclosure proceedings to generate unwarranted fees.

20. Defendant has failed to act in good faith as they took and charged fees for services but have not render them competently in compliance with applicable law.

21. Defendant has engaged in a uniform pattern and practice of unfair and over-aggressive servicing that resulted in the assessment of unwarranted and unfair fees against California consumers, and premature default resulting in unfair and illegal foreclosure proceedings. The scheme implemented by Defendant was designed to defraud not just Plaintiffs but all California consumers and enrich Defendant.

22. The foregoing acts and practices have caused substantial harm to not only Plaintiffs but to all its California consumers and to all California taxpayers.

23. Pursuant to *Business and Professions Code sections 17203 and 17204*, Plaintiffs are empowered to act as a private attorney general to enjoin such conduct.

24. Defendant sued herein has engaged and are still engaging in unfair competition by, among other things, doing those things described above. This conduct is unlawful, unfair, or deceptive, and thus constitutes unfair competition.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays the Court for relief as follows:

1. On the First Claim for violating the California Rosenthal Fair Debt Collection Practices Act, pursuant to California *Civil Code §1788.30*, an award of actual and statutory, compensatory, and punitive damages, costs and reasonable attorney's fees;

1 2. On the Second and Third Claims for an award of compensatory and punitive damages,
2 and injunctive relief;

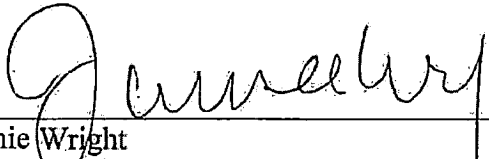
3 3. On the Third Claim for Injunctive Relief under California Business and Professions
4 Code, an order enjoining Defendant and their employees and agents from engaging in further
5 violations of the statutes referenced, and from doing the acts which are considered unfair and/or
6 deceptive by the allegations in this claim; all orders necessary to enforce such injunctions; and an
7 aware of attorney's fees, pursuant to California *Code of Civil Procedure* §1021.5;
8

9 4. For an Order declaring Defendant, its successors and/or assigns, its agents, or
10 employees have no pecuniary, economic, or beneficial rights to Plaintiffs' alleged debt.
11

12 5. For such other further relief as the Court deems just and proper.
13

14 Respectfully submitted by:

15 **LAW OFFICES OF JAMIE WRIGHT**
16

17 
18 _____
19 Jamie Wright
20 Attorney for Plaintiffs Willie Anderson and
21 Ella M. Anderson
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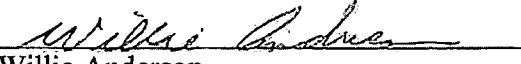
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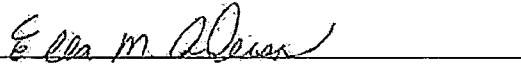
VERIFICATION

We, Willie Anderson and Ella M. Anderson, individuals, are the Plaintiffs in the above-entitled action. We have read the foregoing complaint and know the contents thereof. The same is true of our own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, we believe it to be true.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in Pomona, California on February 27, 2018.


Willie Anderson
Plaintiff


Ella M. Anderson
Plaintiff

2/25/2018

Customer Service Portal

Past Due

Total Payments:	\$194,366.14
Late Fees:	\$3,235.05
NSF Fees:	\$0.00
Other Funds Due:	\$0.00
Reserve Payment Due:	\$0.00
Default Interest Due:	\$0.00
Legal Fees Due:	\$250.00
Other Fees Due:	\$5,971.95
Assistance Due (-):	\$0.00
Total Past Due:	\$200,588.09

Make a Payment**Loan Details****Mortgage Help****Statements****FAQs****Contact Us****Our commitment**

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EXHIBIT “A”

2/25/2018

Customer Service Portal

Transaction Date	Due Date	Transaction Amount	Description	Principal Amount	Interest Amount	Escrow Amount	Late Charge Amount	Principal Balance	Escrow Balance
02/08/2018	01/01/2011	-\$13.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$24,389.19
02/02/2018	01/01/2011	-\$350.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$24,389.19
01/25/2018	01/01/2011	\$30.00	Other Fee Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$24,389.19
01/04/2018	01/01/2011	-\$13.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$24,389.19
01/04/2018	01/01/2011	-\$13.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$24,389.19
01/04/2018	01/01/2011	-\$30.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$24,389.19
12/01/2017	01/01/2011	-\$13.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$24,389.19
11/09/2017	12/10/2017	-\$1,186.79	Tax Bill 1 Disbursement	\$0.00	\$0.00	-\$1,186.79	\$0.00	\$264,161.82	-\$24,389.19
11/06/2017	01/01/2011	-\$13.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$23,202.40
11/03/2017	12/02/2017	-\$1,291.56	Insurance Premium Disbursement	\$0.00	\$0.00	-\$1,291.56	\$0.00	\$264,161.82	-\$23,202.40
10/05/2017	01/01/2011	-\$13.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$21,910.84
09/12/2017	01/01/2011	-\$250.00	Legal Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$21,910.84
07/10/2017	01/01/2011	-\$350.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$21,910.84
06/12/2017	01/01/2011	-\$13.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$21,910.84
05/22/2017	01/01/2011	-\$15.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$21,910.84
05/17/2017	05/01/2017	-\$92.43	Late Charge Assess	\$0.00	\$0.00	\$0.00	-\$92.43	\$264,161.82	-\$21,910.84
04/18/2017	04/01/2017	-\$92.43	Late Charge Assess	\$0.00	\$0.00	\$0.00	-\$92.43	\$264,161.82	-\$21,910.84
04/13/2017	01/01/2011	-\$15.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$21,910.84
03/20/2017	04/10/2017	-\$1,128.20	Tax Bill 2 Disbursement	\$0.00	\$0.00	-\$1,128.20	\$0.00	\$264,161.82	-\$21,910.84
03/17/2017	03/01/2017	-\$92.43	Late Charge Assess	\$0.00	\$0.00	\$0.00	-\$92.43	\$264,161.82	-\$20,782.64
03/15/2017	01/01/2011	-\$15.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$20,782.64
03/10/2017	01/01/2011	-\$408.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$20,782.64
03/10/2017	01/01/2011	-\$75.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$20,782.64

2/25/2018

Customer Service Portal

Transaction Date	Due Date	Transaction Amount	Description	Principal Amount	Interest Amount	Escrow Amount	Late Charge Amount	Principal Balance	Escrow Balance
02/20/2017	01/01/2011	-\$15.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$20,782.64
02/17/2017	02/01/2017	-\$92.43	Late Charge Assess	\$0.00	\$0.00	\$0.00	-\$92.43	\$264,161.82	-\$20,782.64
02/13/2017	02/13/2017	-\$899.34	Addl Ins Premium Disbursement	\$0.00	\$0.00	-\$899.34	\$0.00	\$264,161.82	-\$20,782.64
01/31/2017	01/01/2017	-\$92.43	Late Charge Assess	\$0.00	\$0.00	\$0.00	-\$92.43	\$264,161.82	-\$19,883.30
01/23/2017	01/01/2011	-\$15.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$19,883.30
12/16/2016	01/01/2011	\$56.00	Escrow Only Payment	\$0.00	\$0.00	\$56.00	\$0.00	\$264,161.82	-\$19,883.30
12/15/2016	01/01/2011	-\$15.00	Other Fees Disb	\$0.00	\$0.00	\$0.00	\$0.00	\$264,161.82	-\$19,939.30

No more to show.

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